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Tarrant County Texas

Official Public Records

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Suzanne Henderson

PGS 2 \$20.00

Submitter: SIMPLIFILE

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE**

THE STATE OF TEXAS       §  
                                      §                   KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF TARRANT     §

WHEREAS, on October 19, 2006, Trinity Trace, L.P., a Texas limited partnership, whose address is 70 Jackson Dr., Cranford, NJ 07016 ("Lessors") entered into a Paid Up Oil and Gas Lease with Chesapeake Exploration Limited Partnership, as Lessee, which is recorded in the Official Records of Tarrant County, Texas as Document D207027003, covering lands more specifically described therein ("the Lease"), and,

WHEREAS, Lessor and Chesapeake Exploration Limited Partnership, Lessee, desire to amend the Lease and extend the primary term of the Lease by an additional thirty-six (36) months as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to October 19th, 2012, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

And further amend to read as follows:

"Wherever reference is made to a 20% royalty herein, said royalty shall hereby be amended to read 25% royalty."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

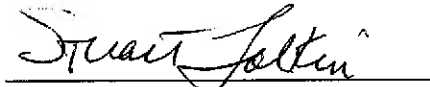
The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 18th day of October, 2009, regardless of the actual day of execution and acknowledgement by any or all of the parties constituting the Lessor herein.

Lessor:

**Trinity Trace, L.P.**

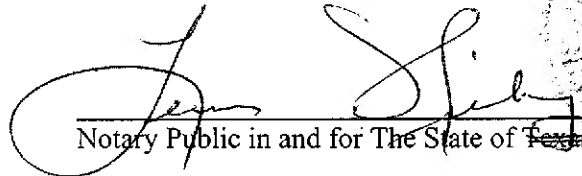
**By its General Partner, F.P. Trinity Trace, L.L.C.**

  
Stuart Falkin  
Manager

**ACKNOWLEDGMENTS**

STATE OF ~~TEXAS~~ <sup>NEW JERSEY</sup> §  
COUNTY OF ~~TARRANT~~ <sup>ESSEX</sup> §

The foregoing instrument was acknowledged before me on the 12 day of October, 2009, by Stuart Falkin, as manager of F.P. Trinity Trace, L.L.C., general partner of Trinity Trace, L.P., on behalf of said limited partnership.

  
Notary Public in and for The State of ~~Texas~~ <sup>NEW JERSEY</sup>

**LEWIS J. NIEBURG**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Sept. 19, 2011